

FACILITY AUDIT AGREEMENT

Between the

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

and

INVISTA S.à r.l.

INTRODUCTION

In recognition that environmental auditing plays a critical role in protecting human health and the environment by identifying, correcting, and ultimately preventing violations of environmental regulations, INVISTA S.à r.l. (INVISTA) and the United States Environmental Protection Agency (EPA) hereby agree that INVISTA shall conduct third-party audits of compliance with the regulations promulgated or authorized by EPA under the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2601 to 2629 (“the Audit”), as set forth in Section II below (“the Agreement”). The Agreement shall be governed by the terms of EPA’s Policy entitled “Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations,” 65 Fed. Reg. 19,618 (April 11, 2000) (“the Audit Policy”), except to the extent that those terms are explicitly modified below.

I. GENERAL PROVISIONS

A. This Agreement and an appropriate final EPA determination (“Final Determination”) in this matter, for example, a Consent Agreement and Final Order (CAFO) (as those terms are used in Paragraph III.C), shall be the complete settlement of all civil administrative claims and causes of action alleged under TSCA for all violations identified in

INVISTA's Final Audit Report (as defined in Paragraph II.D.3) which INVISTA properly, in accordance with Sections II and III of this Agreement, reports to EPA and corrects, and for which INVISTA pays the civil penalty due. Compliance with this Agreement and the Final Determination shall not be a defense to any actions subsequently commenced by EPA with respect to any violations that are not identified in the Final Audit Report. Nothing in this Agreement or EPA's Final Determination is intended to, or shall be construed to, operate in any way to resolve any criminal liability of INVISTA.

B. For purposes of this Agreement and any subsequent proceeding, without trial or any adjudication of facts, INVISTA admits that EPA has jurisdiction over the subject matter of the terms of this Agreement and any materials submitted to EPA pursuant to this Agreement.

C. INVISTA waives its right to request a judicial or administrative hearing under TSCA § 16(a)(2)(A), 15 U.S.C. § 2615(a)(2)(A), on any issue of law or fact that has arisen or may arise regarding the application of TSCA to any violations which INVISTA reports and corrects pursuant to Section II of this Agreement and which are covered by the Final Determination in this matter.

D. INVISTA neither admits nor denies that reporting and correction by INVISTA pursuant to Section II of this Agreement constitute admission of a violation of TSCA, but agrees to pay civil penalties in accordance with Section III.

II. AUDIT TERMS

A. INVISTA commits to conduct third-party audits to review and report on INVISTA's compliance with TSCA.

B. Scope of the Audit

1. Sections Covered. The Audit shall cover TSCA §§ 4, 5, 8, 12, 13 and 15, 15 U.S.C. §§ 2603, 2604, 2607, 2611, 2612, and 2614, (except insofar as TSCA § 15 pertains to §§ 6 and 7). The Audit shall also cover TSCA § 6, 15 U.S.C. § 2605 to the extent necessary to address TSCA § 6 findings disclosed in the audit report submitted to EPA on January 31, 2006. The Audit shall be conducted on a per-chemical basis.

2. Time Period Covered. The time period for activities and potential violations to be covered by this Audit shall start May 1, 2004, and shall terminate on the Audit Completion Date, as defined in Paragraph II.C.

3. Chemicals Covered.

(a) Except as stated in Paragraph II.B.3.(b), the Audit shall cover those chemicals and products (including isolated intermediates, byproducts and impurities associated with such products) which INVISTA offers for sale as of the Audit Commencement Date as defined below in Paragraph II.C. For purposes of this Audit, the term “offers for sale” means products which INVISTA: (i) holds in inventory; (ii) manufactures or processes for non-Research and Development (R&D) purposes; or (iii) offers for sale or distribution in the United States.

(b) For purposes of Sections II and III of this Agreement: (i) with regard to TSCA § 5, the chemicals covered pursuant to Paragraph II.B.3.(a) shall include those chemicals and products which are manufactured in a tolling arrangement for INVISTA by persons other than INVISTA, in such

a manner that INVISTA would be responsible for submitting any required notices to EPA pursuant to 40 C.F.R. § 720.22(a)(2); (ii) with regard to TSCA § 8(e), (A) the Audit shall cover and include all information, including information contained in fiches (and related stored materials), that INVISTA received from E.I. du Pont de Nemours and Company (DuPont) on or after May 1, 2004, that pertain to technical studies, reports, and other evaluations concerning products offered for sale by INVISTA on or after May 1, 2004 (the “DuPont Materials”), and (B) INVISTA shall begin auditing the DuPont Materials no later than May 31, 2009; (iii) the Audit shall include TSCA violations (possible or confirmed) that INVISTA disclosed to the Agency in the audit report submitted to EPA on January 31, 2006, pursuant to INVISTA’s prior corporate auditing agreement with EPA (by exchange of letters dated July 28, 2004, August 12, 2004, and September 3, 2004), but which have not been resolved as part of any judicial or administrative order on or after August 1, 2004; and (iv) the Audit shall include TSCA violations (potential or confirmed) that were previously disclosed to EPA by letter dated March 26, 2004, in connection with the voluntary audit conducted by Arteva Specialties S.à.r.l., d/b/a KoSa, of KoSa’s products and activities (the “KoSa Audit”) but which have not been resolved as part of any judicial or administrative order.

(c) INVISTA also may include in this Audit any: (i) other TSCA violations (within the scope of Paragraph II.B.1) discovered on or after August 1, 2004; or (ii) chemicals or products which INVISTA (or any of INVISTA's predecessors or successors) previously manufactured, processed, distributed in commerce, offered for sale and/or used at any time prior to the Audit Completion Date.

4. Locations Covered. The Audit shall cover the locations listed in Appendix A to this Agreement. In addition, with regard to TSCA § 13 and associated shipment-specific TSCA compliance obligations, the Audit shall cover non-U.S. INVISTA business entities that have been responsible, as non-resident importers of record, for filing TSCA import certifications for products. The Audit shall also cover Salisbury, North Carolina, Shelby, North Carolina and Greer, South Carolina solely to the extent necessary for the resolution of the violations disclosed in the KoSa Audit.

C. Audit Commencement Date and Audit Completion Date. Except as provided in Paragraph II.B.3.(b), the Audit Commencement Date shall be July 1, 2009, and the Audit Completion Date shall be fifteen (15) months after the Audit Commencement Date.

D. Audit Reports. INVISTA shall submit to EPA (to the person and address specified in Paragraph IV.B of this Agreement) the following reports during the course of the Audit:

1. Initial Report. The Initial Report shall be submitted within thirty (30) calendar days after the Audit Commencement Date. The Initial Report shall state the Audit Commencement Date, describe the records being audited and the

procedures employed to audit such records, and confirm that such audit procedures will encompass the records necessary to comply with this Agreement. The Initial Report shall also include a summary of the violations discovered and actions taken to remedy and correct those violations discovered: (i) during the time period from August 1, 2004, to the Audit Commencement Date; and (ii) during the KoSa Audit.

2. Status Reports. Two Status Reports shall be submitted. The first Status Report shall be submitted no earlier than one hundred fifty (150) calendar days and no later than one hundred eighty (180) calendar days after the Audit Commencement Date. The second Status Report shall be submitted no earlier than three hundred thirty-five (335) calendar days and no later than three hundred sixty-five (365) calendar days after the Audit Commencement Date. Each Status Report shall provide a description of the Audit's progress to date, a list of the products and facilities reviewed for TSCA §§ 4, 5, 8, 12, 13 and 15 compliance, and a summary of the violations discovered and the actions taken to remedy and correct the violations.

3. Final Audit Report. The Final Audit Report shall be submitted no later than sixty (60) calendar days after the Audit Completion Date. The Final Audit Report shall provide, in a cumulative fashion, a list of the products and facilities reviewed for TSCA compliance, and a summary of all violations discovered (including Immediately Reportable Events as described below in Paragraph II.F) and the actions taken to correct the violations. The Final Audit Report shall contain the following information in tabular form.

(a) Facility Compliance. INVISTA shall provide the following information for each potential violation, if applicable, so that the Agency has complete information on the violations that may have occurred and on each facility's compliance record:

Facility name;
Facility type (if appropriate);
Facility address (street, city, state, zip code);
Date facility began operations (if known);
Nature and description of potential violation(s) and specific regulatory, permit and/or statutory provision violated;
Dates of possible noncompliance;
Chemical involved;
Number/dates of batches;
Quantity of materials (lbs.) in each batch;
Quantity of materials manufactured, imported, processed, used or distributed;
Date INVISTA discovered possible noncompliance;
Date EPA notified of possible noncompliance;
Date facility returned to compliance;
Actions taken to return to compliance; and
Cost of compliance.

(b) The Final Audit Report also shall include a statement signed by a responsible corporate official certifying that the Audit as described in the Initial Report (and any amendments thereto) has been conducted and is completed, and that all actions necessary to return to compliance as set forth in Paragraph II.E have been completed. A "responsible corporate official" means a president, corporate secretary, treasurer, or vice-president in charge of a principal relevant business or operation function of INVISTA, or any other official who performs similar level policy or decision-making functions for INVISTA.

E. Correction of Violations. INVISTA shall correct violations discovered within the scope of the Audit, as follows: When correcting violations, INVISTA shall submit required documents and information to the appropriate EPA office (as defined in applicable EPA regulations or guidance), and shall submit a written notice of such activity to the person and address listed in Paragraph IV.B of this Agreement.

1. Premanufacture Notice (PMN) violations for substances which INVISTA is currently manufacturing, processing, marketing or distributing: INVISTA shall immediately cease manufacture, import, processing, distribution, and use of such substances, and shall quarantine all existing stocks thereof. INVISTA shall provide EPA with an inventory of quarantined existing stocks of such substances within fifteen (15) calendar days of discovery, and shall submit documentation as required by Paragraphs II.E.2 or II.E.3 below.

2. PMN violations for substances that INVISTA is currently manufacturing (for non-exempt purposes) and wants to continue to manufacture: Within thirty (30) calendar days of discovery, INVISTA shall submit either a PMN or a low volume exemption (LVE) or a low release and exposure (LoREX) application, or file appropriate polymer exemption documents, in accordance with regulations in effect at the time of the discovery. INVISTA shall notify EPA of the first date of non-exempt commercial manufacture, in accordance with 40 C.F.R. § 720.102.

3. PMN violations for substances that INVISTA either (a) is currently manufacturing (for non-exempt purposes) but will no longer manufacture, or (b) is not currently manufacturing or processing (for non-exempt purposes): Within sixty (60) calendar days of discovery, INVISTA shall submit either a real

or mock PMN, or a real or mock LVE, or LoREX, or file appropriate polymer exemption documents, in accordance with regulations in effect at the time of the discovery, and shall notify EPA of the first date of non-exempt commercial manufacture, in accordance with 40 C.F.R. § 720.102.

4. PMN violations for substances for which EPA determines, based upon EPA's review of INVISTA's submittal under Paragraphs II.E.1 and II.E.2 of this Agreement, that a TSCA § 5(e) or § 5(f) order or rule would be appropriate:

Within thirty (30) calendar days of INVISTA's receipt of EPA's notice to INVISTA that a TSCA § 5(e) or § 5(f) order is, or would be, appropriate, INVISTA shall: (a) provide EPA with a list of the recipients of the PMN substance over the preceding thirty-six (36) months and the quantity of the PMN substance sent to each location; and (b) notify each of the recipients of the PMN substance that the substance is, or could be, subject to a TSCA § 5(e) or § 5(f) order or rule.

5. TSCA § 5(e) or § 5(f) violations: INVISTA shall immediately cease noncompliance and, within fifteen (15) calendar days of discovery, notify EPA in writing as to steps taken to cease noncompliance, describe how future noncompliance will be avoided, and proceed to correct the violations pursuant to applicable regulations. Such steps may include improvements to INVISTA's auditing or compliance management system.

6. TSCA § 8(e) violations: Within fifteen (15) calendar days of discovery, INVISTA shall submit a TSCA § 8(e) report to EPA.

7. TSCA § 12(b) violations: Within sixty (60) calendar days of discovery, INVISTA shall submit the required export notice(s) on a per-chemical, per-receiving nation basis to EPA, unless EPA informs INVISTA that it need not submit notice(s) for (a) particular chemical(s).

8. Any other violation: Within sixty (60) calendar days of discovery, INVISTA shall either submit required documents to EPA, or take other actions as agreed upon with EPA, pursuant to TSCA.

9. If more time than the time periods set forth in this Section II.E. will be required, INVISTA must notify the Agency in writing prior to the conclusion of the relevant time period, and the Agency, in its discretion, may grant such an extension.

F. Immediately Reportable Events. Certain of the TSCA violations referenced in Paragraph II.E are considered, due to their time-sensitive nature, to be Immediately Reportable Events, of which INVISTA must notify EPA in writing (to the person and address listed in Paragraph IV.B of this Agreement) within fifteen (15) calendar days of discovery and must take immediate steps to correct the violations pursuant to Paragraph II.E. The notice shall describe the nature and extent of the Immediately Reportable Event, and shall indicate the steps taken or that will be taken by INVISTA in order to remedy or mitigate the violation. The following acts or omissions by INVISTA, discovered during the period covered by the Audit, shall each constitute Immediately Reportable Events:

1. A PMN violation for a new chemical substance which INVISTA currently manufactures or processes that: (a) does not qualify as an exempt polymer under

40 C.F.R. § 723.250; and (b) that INVISTA currently offers for sale for non-exempt purposes.

2. Initial report of inventory of quarantined existing stocks for which there are PMN violations under Paragraph II.E.1 of this Agreement.
3. Violation of a TSCA § 5(e) or § 5(f) order or rule for a substance which INVISTA currently manufactures.
4. Failure to submit a TSCA § 8(e) report.

If, upon receiving the notice as provided above, EPA determines that further steps need to be taken to protect health and the environment, EPA will request INVISTA to perform such steps and INVISTA shall take steps as agreed upon with EPA, pursuant to TSCA.

G. Civil Penalties. The civil penalties set forth in Paragraph III.A of this Agreement shall apply to violations that INVISTA reports under this Audit. Once INVISTA reports and corrects a particular violation, the civil penalty shall establish the maximum limit of INVISTA's TSCA liability for all civil administrative claims and causes of action which arise or could arise for that particular violation.

H. Other Enforcement Actions. EPA reserves the right to take appropriate enforcement actions for TSCA violations that INVISTA could have identified under the Audit pursuant to this Agreement but failed to identify and correct under this Agreement. INVISTA similarly reserves all rights and defenses to such actions, including the right to a hearing under TSCA § 16(a)(2)(A).

I. Actionable Violations. Any failure by INVISTA to identify in the Final Audit Report a violation which INVISTA could have identified under the Audit pursuant to this Agreement shall not be considered a violation of this Agreement or the terms of the Final

Determination. To the extent that such violation is actionable, however, EPA reserves the right to bring a claim or cause of action in accordance with TSCA §§ 15 and 16, and INVISTA reserves all rights and defenses to such a claim or cause of action, including the right to a hearing under TSCA § 16(a)(2)(A). In any action regarding such a violation, EPA may consider INVISTA's failure to identify the particular violation during the Audit as a factor in determining the appropriate penalty for the particular violation.

J. Extensions of Audit Completion Date. If INVISTA believes that it will be unable to complete the Audit before the Audit Completion Date as specified in Paragraph II.C of this Agreement, INVISTA shall promptly notify EPA in writing of such fact and the reasons therefore no later than ninety (90) calendar days before the Audit Completion Date. If EPA determines that INVISTA cannot reasonably complete the Audit before the Audit Completion Date, EPA, in its discretion, may allow an extension.

K. Additions of Locations Covered. If, during the course of the Audit, INVISTA identifies additional locations to be covered by the Audit (and to be listed in Appendix A), INVISTA shall notify EPA in writing of such locations and EPA may, in its discretion, authorize INVISTA to include such additional locations within the Audit Scope.

L. Confidential Inventory Search. In its discretion, INVISTA may request (in writing) the appropriate EPA office to search the confidential portion of the TSCA Inventory of existing chemical substances, and EPA shall promptly notify INVISTA whether the chemical substance is listed on the Inventory.

III. CIVIL PENALTIES UNDER THE TSCA COMPLIANCE AUDIT

A. Except as provided in Paragraph III.F, INVISTA agrees to pay the following civil penalties for violations reported by INVISTA during the Audit described in Section II of this Agreement; unless otherwise specified below, and exclusively for the purpose of this Agreement and the Final Determination, violations are to be calculated per chemical and as “one day” rather than “per day” violations:

1. Except as specified in Paragraphs III.A.2, III.A.3, and III.A.4 below, violations of TSCA §§ 4, 5, 8(a), 8(c), 8(d), and 15(2) shall be assessed a \$12,900 penalty per chemical.
2. Violations of TSCA §§ 5(e) and 5(f) shall be assessed a \$32,500 penalty per chemical for each of the following violation categories in the applicable § 5(e) or § 5(f) order or rule: Testing; Worker Protection; Disposal/Environmental Release; Hazard Communication; Distribution; Recordkeeping; and any Other.
3. Violations of TSCA § 5 for substances for which EPA determines, based upon EPA’s review of INVISTA’s submittals under Paragraphs II.E.2 and II.E.3 of this Agreement, that a TSCA § 5(e) or § 5(f) order or rule would be appropriate, shall be assessed a penalty of \$32,500 per chemical.
4. Violations of the TSCA § 5 PMN requirements for research and development chemicals, 40 C.F.R. §§ 720.36 and 720.78(b), shall be assessed a \$2,580 penalty per chemical.
5. Violations of TSCA § 8(e) shall be assessed as a single-day violation per study or reportable event in the following manner: \$19,000 per study or report involving effects in humans, and \$7,600 per other study or report.

6. Violations of TSCA § 12(b) shall be assessed a penalty in the amount of \$2,350 per chemical per receiving nation.
7. Violations of TSCA § 13 import certification requirements shall be assessed on a per chemical basis. The assessed penalty shall be:
 - (a) \$1,290 for each chemical substance where (i) INVISTA took delivery of the chemical directly from either the U.S. Postal Service or a commercial delivery service (e.g., Federal Express, UPS), (ii) no commercial broker or other independent agent acting on INVISTA's behalf was involved with the transaction, and (iii) the chemical is in compliance with all other TSCA provisions as specified in the TSCA § 13 regulation;
 - (b) \$7,740 for each chemical substance (i) which was formally brokered by INVISTA, a commercial broker, or other independent agent acting on INVISTA's behalf, and (ii) which is in compliance with all other TSCA provisions as specified in the TSCA § 13 regulation; and
 - (c) \$12,900 for each chemical substance where the chemical does not comply with other TSCA provisions.
8. Violations of TSCA § 6 disclosed in the audit report submitted to EPA on January 31, 2006 shall be assessed as a single-day (and not a continuing or repeat) violation for each type of violation set out in the April 9, 1990 U.S. EPA "Polychlorinated Biphenyls (PCB) Penalty Policy" (e.g., improper use or disposal), in the appropriate amount (for the particular type of violation) established on the "Gravity Based Penalty Matrix" at page 9 of the PCB Penalty

Policy, as modified by the June 5, 2006 EPA Memorandum "Penalty Policy Supplements Pursuant to the 2004 Civil Monetary Penalty Inflation Adjustment Rule" at page 10.

B. Upon receipt of a real or mock document submitted under Paragraph II.E.2 or II.E.3 above, EPA will provide to INVISTA a written statement of the substance's TSCA Inventory and § 5(e) or § 5(f) status, as a precondition to imposing the appropriate civil penalty under Paragraph III.A.

C. Following completion of the Audit and INVISTA's submittal of the Audit Final Report required by Paragraph II.D.3:

1. If the appropriate Final Determination is a Consent Agreement and Final Order (CAFO), EPA will present INVISTA with a draft civil CAFO listing all the Audit Violations (as identified in the Final Report) and identifying those for which INVISTA must pay civil penalties. EPA will provide INVISTA sufficient opportunity to comment upon the terms and conditions of the draft CAFO.

2. Within thirty (30) calendar days of INVISTA's receipt of a final Consent Agreement, if the appropriate Final Determination is a CAFO, INVISTA shall sign and return the final Consent Agreement. If INVISTA does not return the signed final Consent Agreement within thirty (30) calendar days, EPA reserves its rights under TSCA § 16 to take an enforcement action for violations reported by INVISTA during the Audit.

3. Upon receipt of the signed Consent Agreement, EPA will forward the CAFO to the Agency's Environmental Appeals Board (EAB) for approval, and will send a copy of the completed CAFO signature page to INVISTA.

4. The final CAFO shall specify the Audit Violations for which INVISTA must pay civil penalties and the date when the civil penalties must be paid, with the civil penalties to be calculated in accordance with Section III of this Agreement.

D. The settlement of civil claims and civil causes of action under the Audit in Section II of this Agreement shall include only those violations of TSCA which INVISTA properly, in accordance with Sections II and III of this Agreement:

1. reports to EPA,
2. corrects, and
3. for which INVISTA pays the civil penalty due.

E. INVISTA's failure, without good cause, to submit any report or notification required by this Agreement shall be subject to TSCA § 15, 15 U.S.C. § 2614, and EPA may assess civil penalties pursuant to TSCA § 16, 15 U.S.C. § 2615.

F. Notwithstanding Paragraph III.A, the gravity-based penalty will be reduced by 100% for a particular violation of TSCA reported by INVISTA during the Audit, which meets all of the conditions set forth in subparagraphs III.F.1 - III.F.9 below.

1. INVISTA discovers the violation pursuant to: (i) the Audit; (ii) other systematic discovery on or after August 1, 2004; or (iii) the KoSa Audit.
2. INVISTA fully discloses the violation in the Final Report pursuant to Paragraph II.D.3.
3. INVISTA corrects the violation in accordance with Paragraph II.E; provided, however, for those violations identified in the Initial Report, any actions required under Paragraphs II.E or II.F that have not previously been performed

shall be completed within thirty (30) calendar days of the Audit Commencement Date; and provided further that this Paragraph III.F.3 shall not apply to violations disclosed in the KoSa Audit.

4. INVISTA reports the violation to EPA prior to: (i) the commencement of a federal, state or local agency TSCA inspection or investigation, or the issuance by such agency of a TSCA information request to INVISTA; (ii) notice of a TSCA citizen suit; (iii) the filing of a complaint by a third party involving the TSCA violation; (iv) the reporting of the TSCA violation to EPA (or other government agency) by a “whistleblower” employee, rather than by one authorized to speak on behalf of INVISTA; or (v) imminent discovery of the TSCA violation by a regulatory agency.

5. For those violations discovered after the Audit Commencement Date, INVISTA corrects the violation within sixty (60) calendar days from the date of discovery or such shorter period as may be required in this Agreement, unless INVISTA has notified EPA in writing (before the relevant time period has expired) that more time is needed to correct the violation, INVISTA receives an extension to correct the violation, and INVISTA takes appropriate measures as determined by EPA to remedy any environmental or human harm due to the violation. For those violations identified in the Initial Report, any corrective action not previously performed shall be completed within thirty (30) calendar days of the Audit Commencement Date.

6. INVISTA agrees in writing in the Final Audit Report to take steps to prevent a recurrence of the violation.

7. The specific violation (or closely related violation) has not previously, within the past three years, been the subject involving INVISTA of any judicial or administrative order, consent agreement or order, complaint, or notice of violation, conviction or plea agreement, and INVISTA has not previously received penalty mitigation from EPA for the act or omission which gave rise to the violation (it being understood and agreed by the Parties that violations previously disclosed to EPA pursuant to the KoSa Audit, or in INVISTA's Final EPA Audit Report submitted to EPA on January 31, 2006, are not considered "violations" (or "closely related violations") as defined above for purposes of Audit Policy eligibility and will be resolved pursuant to Section III of this Agreement).

8. The violation is not one which: (a) resulted in serious actual harm, or may have presented an imminent and substantial endangerment to human health or the environment, or (b) violates the specific terms of any judicial or administrative order, or consent agreement.

9. INVISTA cooperates as requested by EPA and provides such information as is necessary and requested by EPA to determine compliance with these conditions 1-9.

However, subject to Paragraphs II.G and III.A, for any particular violation which meets all of the conditions stated above, EPA may require INVISTA to pay an "economic benefit" penalty pursuant to the Audit Policy, provided such penalty is calculated by EPA in accordance with EPA policies and procedures for calculating the economic benefits of that type of TSCA violation. The start date to be used for calculating economic benefit shall be the date when the

violation disclosed first occurred. If this date is not known, the start date shall be five years prior to the date of correction of the violation or, if INVISTA has not owned the assets related to the violation for five years, then the date of INVISTA's ownership of the relevant assets. Any submissions made pursuant to this Agreement will be viewed by EPA as "prior such violations" under TSCA § 16 for future violations of TSCA that are not disclosed under this Agreement.

IV. NOTIFICATIONS

A. Except for required documents and information that are submitted to the appropriate EPA office as part of correcting a violation discovered within the scope of the Audit in Section II of this Agreement (*see* Paragraph II.E), any notice, report, certification, data presentation, or other document submitted by INVISTA hereunder which discusses, describes, demonstrates, or supports any statement or document submitted by INVISTA in connection with any matter under this Agreement shall be certified by a responsible corporate official of INVISTA. The certification of the responsible official shall be in the following form:

To the best of my knowledge and belief after due inquiry, under penalty of law, I certify that the information contained in or accompanying this [fill in type of submission] is true, accurate and complete.

and shall contain the date, the official's signature and the official's title.

B. Except where otherwise provided in this Agreement, whenever this Agreement requires INVISTA to give notice or submit reports, information, certifications, or documents, such information shall be submitted to the following person and address:

Philip Milton
U.S. Environmental Protection Agency
Office of Enforcement and Compliance Assurance
Special Litigation and Projects Division (2248A)
Ariel Rios Building Room 3124-B
1200 Pennsylvania Avenue, NW
Washington, DC 20460

By written notice to INVISTA, EPA may change the person and/or address listed above.

C. Unless otherwise provided in this Agreement, whenever this Agreement requires EPA to give INVISTA notice or submit reports, information, certifications, or documents, such information shall be submitted to the following persons and addresses:

Janelle Reese
EHS Compliance System Capabilities Manager
INVISTA S.à r.l.
4123 East 37th Street North
Wichita, Kansas 67220

By written notice to EPA, INVISTA may change the person(s) and/or address(es) listed above.

V. OTHER MATTERS

A. Nothing in this Agreement and the Final Determination in this matter shall relieve INVISTA of the duty to comply with all applicable provisions of TSCA, and with other federal, state, and local laws and regulations.

B. This Agreement shall not affect EPA's right to bring a claim or cause of action for a TSCA violation that is not settled by this Agreement and the Final Determination, including a claim or cause of action for a TSCA violation that could have been, but was not, reported, corrected, and paid pursuant to this Agreement and the Final Determination.

C. This Agreement shall be binding upon all Parties to this action, their officers, directors, employees, successors, and assigns. The undersigned representative of each Party to

this Agreement certifies that he or she is duly authorized by the Party whom he or she represents to enter into the terms and bind that Party to this Agreement.

D. This Agreement shall end when INVISTA has performed all of its obligations under this Agreement and the Final Determination (*e.g.*, Final Order).

E. A Final Order shall have the same force and effect as a final order as defined in 40 C.F.R. §§ 22.3 and 22.31.

F. If an event beyond the control of INVISTA causes a delay in any of INVISTA's duties under this Agreement, INVISTA shall promptly notify EPA by telephone, and shall within seven calendar days of such event notify EPA in writing of the delay, the anticipated length of the delay and the cause of the delay, the measures taken by INVISTA to prevent or minimize the delay, and the timetable by which INVISTA agrees to complete the delayed duties. If EPA agrees that the delay is caused by circumstances beyond the control of INVISTA, EPA, in its discretion, may extend the time for performance of the affected duties hereunder for a reasonable period.

G. This Agreement may be modified by mutual written approval of both EPA and INVISTA. Extensions of the Audit Completion Date in Paragraph II.C may be requested and authorized pursuant to Paragraph II.J. Additions to the list of locations covered by the Audit (in Appendix A) may be requested and authorized pursuant to Paragraph II.K.

H. Both Parties agree to bear their own costs and attorney fees in this matter.

I. This Agreement shall be binding upon the Parties, and shall be in full effect upon signature by all of the persons identified below.

J. INVISTA is aware of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22.

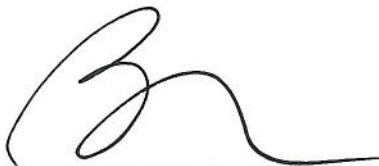
K. All of the terms and conditions of this Agreement together comprise one agreement, and each of the terms and conditions is in consideration for all of the other terms and conditions. In the event that this Agreement (or one or more of its terms and conditions) is held invalid, or is not executed by all of the signatory Parties in identical form, then the entire Agreement shall be null and void.

L. INVISTA may assert claims of confidentiality under TSCA § 14, 15 U.S.C. § 2613, for submissions under this Agreement. All such assertions must be made in strict accordance with TSCA § 14 and applicable EPA regulations.

WE AGREE TO THIS:

For EPA:

For INVISTA S.à r.l.:



Bernadette Rappold, Director
Special Litigation and Projects Division
Office of Civil Enforcement

Date: April 14, 2009



David Dotson
Senior Vice President Operations

Date: APRIL 13, 2009

APPENDIX A

LOCATIONS TO BE INCLUDED IN THE TSCA COMPLIANCE AUDIT^{*}

1. Orange, TX
2. Victoria, TX
3. LaPorte, TX
4. Chattanooga, TN
5. Camden, SC
6. Spartanburg, SC
7. Waynesboro, VA
8. Martinsville, VA
9. Calhoun, GA
10. Dalton, GA
11. Athens, GA
12. Kennesaw, GA
13. Wilmington, DE
14. Seaford, DE
15. Wilmington, NC
16. Charlotte, NC
17. Wichita, KS

^{*} Some locations have more than one facility.